



## CITY OF LODI

## COUNCIL COMMUNICATION

**AGENDA TITLE:** Extend Exclusive Right to Negotiate Agreement with ProStyle Sports

**MEETING DATE:** October 4, 2000

**SUBMITTED BY:** Deputy City Manager

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**RECOMMENDED ACTION:** That the City Council extend the Exclusive Right to Negotiate Agreement with ProStyle Sports for a one-year extension.

**BACKGROUND INFORMATION:** ProStyle Sports currently has an Agreement (Attachment A) with the City of Lodi for an Exclusive Right to Negotiate on City property for purposes of a regional sports complex. The Agreement is scheduled to expire at the end of October 2000. Section One of the Agreement states the following:

"The ERN (Exclusive Right to Negotiate) may be extended by mutual consent of the parties providing that PSS (ProStyle Sports) is in compliance with all conditions of the ERN."

Ben Goehring, spokesperson for ProStyle Sports, has submitted a letter (Attachment B) to the City Manager, requesting a one year extension of the Agreement until such time as the Environmental Impact Report (EIR) can be finalized and the project proponents and City staff can evaluate the project in its entirety. City staff is working with consultants on the Environmental Impact Report (EIR) and expect that the Final EIR will be completed by April 2001.

**FUNDING:** None

Respectfully Submitted,

Janet S. Keeter  
Deputy City Manager

**Attachments**

cc: Ben Goehring, ProStyle Sports Project Coordinator  
Konradt Bartlam, Community Development Director

**APPROVED:**

H. Dixon Flynn -- City Manager

## EXCLUSIVE RIGHT TO NEGOTIATE AGREEMENT

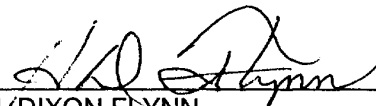
The following conditions will apply for the term of an exclusive right to negotiate agreement between the City of Lodi (City) and Pro Style Sports (PSS):

1. City will extend to PSS a two-year exclusive right to negotiate agreement (ERN) on the subject 300± acres of City owned property located between I-5 and Thornton Road. The ERN may be extended by mutual consent of the parties providing that PSS is in compliance with all conditions of the ERN.
2. PSS shall pay to City Twenty-Five Dollars (\$25.00) Per Acre Per Year for this ERN Agreement payable upon execution of the ERN. Such money shall be applied towards PSS's lease with the City upon completion of EIR. Should development not proceed, City shall retain funds.
3. PSS shall pay all costs and fees associated with the preparation and approval of an Environmental Impact Report (EIR) to be prepared at the request of the City through its consultant. Such payment shall be made in full to City within ten (10) days prior to its award of a contract for the preparation of an EIR for the PSS project.
4. Within sixty (60) days from the execution of an ERN, PSS shall deliver to the Community Development Director of City, a detailed project description. The description shall include a description of each of the proposed facilities, size and anticipated number of attendees on a daily, monthly and yearly basis. Further, the project description shall identify the construction schedule for each identifiable component of the project.
5. Within One Hundred Twenty (120) days of receipt of a project description, acceptable to City, City shall be prepared to enter into an agreement with a qualified consultant of its choice to prepare an EIR.
6. PSS shall respond in a timely fashion to requests from City and/or its consultant for information required during the EIR process.
7. City may terminate the ERN should PSS fail to perform pursuant to the terms and conditions of the ERN.
8. Upon completion of the EIR, parties shall be prepared to complete negotiations relative to the property within One Hundred Twenty (120) days.
9. The ERN does not effect City's rights relative to the agricultural leases in place on the subject property at this time. Should PSS, upon completion of the EIR, determine to pursue the development of the project, PSS shall reimburse City for payments made to tenant farmers for their cost of planting alfalfa due to cancellation of agricultural leases.

10. City notes for the information of PSS, that California Government Code §37395 provides that a lease of City owned or controlled property for commercial development shall not exceed fifty-five (55) years.

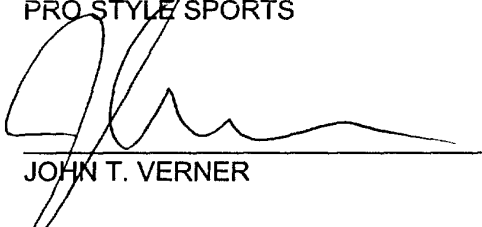
CITY OF LODI, a municipal corporation

Dated: 10/23/98

  
H. DIXON FLYNN  
City Manager

PRO STYLE SPORTS

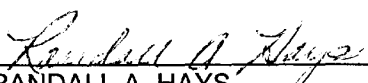
Dated: 10/19/98

  
JOHN T. VERNER

Attest:

  
ALICE M. REIMCHE  
City Clerk

APPROVED AS TO FORM:

  
RANDALL A. HAYS  
City Attorney

SEP 16 1999

Prostyle Sports  
15405 Locust Tree Road  
Lodi, CA. 95240

H. Dixon Flynn  
City Manager  
City of Lodi  
P.O. Box 3006  
Lodi, CA. 95241

SUBJECT: Right to Negotiate Sports Complex

Dear Mr. Flynn:

It has come to our attention that the agreement for exclusive rights to negotiate a contract with the City of Lodi for the proposed Prostyle Sports Complex will expire in November 2000. As you know the EIR is not completed.

We respectfully request a one year extension of the above mentioned agreement in order to provide adequate time to complete the contract. Please contact this office should you have further questions regarding this matter.

Sincerely,



Ben R. Goehring  
Project Coordinator